



STATE OF ALABAMA

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

INVITATION TO BID NO: 14-X-2259048

REQ. AGENCY : 999999
PURCHASING DIVISION
AGENCY REQ. NO. :
T-NUMBER : T415
DATE ISSUED : 06/16/14
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1525904
BUYER NAME : PAT ANTLE

FOR: INTERNET SERVICES
RE-BID

BUYER PHONE NO. : (334) 242-7253-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 09/29/14 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 09/30/14 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: _____
INTERNET WEBSITE: _____
6. GENERAL CONTRACTOR'S LICENSE NO: _____
TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE
ITEM 6 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
P O BOX 302620
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA
DIVISION OF PURCHASING
RSA UNION BUILDING
100 N. UNION ST., SUITE 192
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO
REFRAIN FROM BIDDING.

SWORN TO AND

VENDOR NUMBER
(MUST MATCH REGISTRATION)

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

_____ DAY OF _____

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: _____

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -

ITB NO. : 14-X-2259048

PAGE 2

INVITATION TO BID

OPEN DATE : 09/30/14 TIME: 10:00 AM

T-NUMBER : T415

RETURN DATE: 09/29/14 TIME: 5:00 PM

AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

BID (ITB) RESPONSE INSTRUCTIONS

REV: 03/31/11

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
6. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE EXACT COPY OF THE SIGNED, NOTARIZED INVITATION-TO-BID TO INCLUDE ANY REQUIRED ADDENDUM(S) AND DOCUMENTATION. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
7. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY
BID RECEIVED FROM NON-REGISTERED/EXPIRED VENDOR

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 AND AS AMENDED BY ACT 2012-491)

AS A CONDITION FOR AWARD OF THIS ITB, THE VENDOR ACKNOWLEDGES THE FOLLOWING:

"BY SIGNING THIS CONTRACT, THE CONTRACTING PARTIES AFFIRM, FOR THE DURATION OF ANY AGREEMENT THAT THEY WILL NOT VIOLATE FEDERAL IMMIGRATION LAW OR KNOWINGLY EMPLOY, HIRE FOR EMPLOYMENT, OR CONTINUE TO EMPLOY AN UNAUTHORIZED ALIEN WITHIN THE STATE OF ALABAMA. FURTHERMORE, A CONTRACTING PARTY FOUND TO BE IN VIOLATION OF THIS PROVISION SHALL BE DEEMED IN BREACH OF THE AGREEMENT AND SHALL BE RESPONSIBLE FOR ALL DAMAGES RESULTING THEREFROM."

STANDARD TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -

ITB NO. : 14-X-2259048

PAGE 3

INVITATION TO BID

OPEN DATE : 09/30/14 TIME: 10:00 AM

T-NUMBER : T415

RETURN DATE: 09/29/14 TIME: 5:00 PM

VERIFICATION OF ENROLLMENT IN THE E-VERIFY PROGRAM WILL BE REQUIRED PRIOR TO ANY AWARD TO A VENDOR WHO EMPLOYS ONE OR MORE EMPLOYEES WITHIN THE STATE OF ALABAMA. E-VERIFY DOCUMENTATION SHOULD BE IDENTIFIED WITH THE BID NUMBER AND THE BUYER NAME. FAILURE TO PROVIDE DOCUMENTATION WITHIN 5 CALENDAR DAYS OF NOTIFICATION WILL RESULT IN THE REJECTION OF YOUR BID. TO ENROLL IN THE E-VERIFY PROGRAM VISIT WWW.DHS.GOV/E-VERIFY.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 14-X-2259048
OPEN DATE : 09/30/14 TIME: 10:00 AM
T-NUMBER : T415
RETURN DATE: 09/29/14 TIME: 5:00 PM

PAGE 4

INVITATION TO BID

VENDOR REGISTRATION AND FEE PAYMENT ONLINE

EFFECTIVE SEPTEMBER 1, 2010, VENDORS MUST REGISTER ONLINE TO RECEIVE NOTIFICATION OF BIDS. GO TO WWW.PURCHASING.ALABAMA.GOV TO REGISTER. BIDS WILL NOT BE ACCEPTED FROM NON-REGISTERED VENDORS FOR BIDS ISSUED AFTER SEPTEMBER 1, 2010. A VENDOR'S REGISTRATION MUST BE MAINTAINED THROUGHOUT THE LIFE CYCLE OF AN AWARDED CONTRACT, TO INCLUDE RENEWAL PERIODS. AT THE TIME OF REGISTRATION, VENDOR MUST PAY A BIENNIAL REGISTRATION FEE. PAYMENT MUST BE MADE BY CREDIT CARD, DEBIT CARD, OR BY ELECTRONIC CHECK. VENDOR NUMBER SUBMITTED ON BID RESPONSE MUST MATCH VENDOR REGISTRATION OR THE BID WILL BE REJECTED.

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 14-X-2259048
OPEN DATE : 09/30/14 TIME: 10:00 AM
T-NUMBER : T415
RETURN DATE: 09/29/14 TIME: 5:00 PM

PAGE 5

INVITATION TO BID

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

COMPLIANCE WITH THE REPORTING REQUIREMENTS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA): WHEN THE SELECTED VENDOR IS NOTIFIED BY THE PROCURING AGENCY THAT SPECIFIC PURCHASES ARE BEING PAID WITH ARRA OR STIMULUS FUNDS, THE VENDOR SHALL COMPLY WITH THE ARRA REPORTING REQUIREMENTS DEFINED BY THE FEDERAL OMB. THE PROCURING AGENCY IS RESPONSIBLE FOR INFORMING THE AWARDED VENDOR AS SOON AS THE AGENCY IS AWARE THAT ARRA OR STIMULUS FUNDS ARE BEING USED TO PURCHASE ITEMS OR SERVICES AWARDED BY THE ITB AND WHETHER TO REPORT THE INFORMATION TO THE PROCURING AGENCY OR DIRECTLY TO THE FEDERAL GOVERNMENT. THE PROCURING AGENCY MAY NOTIFY THE VENDOR AT THE TIME THE PURCHASE ORDER IS PROCESSED, BY CHANGE ORDER, E-MAIL OR LETTER. THE VENDOR SHALL PROVIDE THE REQUESTED REPORT INFORMATION AS REQUIRED BY LAW.

PURPOSE:

ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR THE ALABAMA DEPARTMENT OF FINANCE, INFORMATION SERVICES DIVISION, FOR INTERNET SERVICES ON BEHALF OF ALL STATE AGENCIES, DEPARTMENTS, BOARDS, COMMISSIONS, OFFICES OR INSTITUTIONS OF THE STATE OF ALABAMA, EXCEPT THOSE INSTITUTIONS EXCLUDED BY SECTION 41-4-291 OR OTHER PROVISIONS OF LAW AS BECOME EFFECTIVE FROM TIME TO TIME.

SECTION 41-4-291, CODE OF ALABAMA (1975) PROVIDES THAT COUNTY AND CITY BOARDS OF EDUCATION, THE EDUCATION TELEVISION COMMISSION, THE POST-SECONDARY EDUCATION SYSTEM, OR ANY PUBLIC COLLEGE AND UNIVERSITY MAY UTILIZE PROCUREMENT SERVICES AND TECHNICAL CONSULTATION FOR TELECOMMUNICATIONS SERVICES PROVIDED BY FINANCE-ISD. THE ABOVE ENTITIES MAY ELECT TO PURCHASE TELECOMMUNICATIONS SERVICES FROM FINANCE-ISD.

ADDITIONAL AGENCIES AUTHORIZED TO PURCHASE SERVICES FROM THIS CONTRACT

- * ALABAMA SUPER COMPUTER AUTHORITY OR THEIR AUTHORIZED REPRESENTATIVE
- * CITY AND COUNTY GOVERNMENTS

AWARD:

AWARD MAY BE MADE TO MULTIPLE VENDORS IN ACCORDANCE WITH THE BID SPECIFICATIONS AND TERMS AND CONDITIONS. AWARDED VENDOR(S) WILL BE RESPONSIBLE FOR THE SERVICES STATEWIDE.

RIGHT TO TERMINATE:

FINANCE-ISD SHALL HAVE THE RIGHT TO TERMINATE THE SERVICES DESCRIBED IN THIS CONTRACT FOR ITS CONVENIENCE, OR TO END THE TERM FOR ITS CONVENIENCE, EFFECTIVE 11:59 P.M. ON THE INTENDED DATE OF TERMINATION (THE "TERMINATION DATE"), BY DELIVERING TO THE VENDOR A WRITTEN NOTICE OF TERMINATION (THE "TERMINATION NOTICE")

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 14-X-2259048
OPEN DATE : 09/30/14 TIME: 10:00 AM
T-NUMBER : T415
RETURN DATE: 09/29/14 TIME: 5:00 PM

PAGE 6

INVITATION TO BID

AT LEAST NINETY (90) DAYS BEFORE THE TERMINATION DATE.
IN THE EVENT FINANCE-ISD TERMINATES ALL OF THE SERVICES AND THE TERM SOLELY FOR ITS CONVENIENCE AND THE VENDOR HAS PERFORMED ALL OF ITS OBLIGATIONS (INCLUDING ITS TERMINATION OBLIGATIONS), FINANCE-ISD SHALL PAY TO THE VENDOR ON OR BEFORE THE SIXTIETH (60TH) DAY AFTER THE TERMINATION DATE, AN AMOUNT DETERMINED IN ACCORDANCE WITH THIS CONTRACT FOR THE SERVICES RECEIVED.

LEGAL COMPLIANCE:

BOTH THE VENDOR AND FINANCE-ISD SHALL AT ALL TIMES PERFORM THEIR OBLIGATIONS HEREUNDER IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS OF ALL APPLICABLE JURISDICTIONS, AND IN SUCH A MANNER AS NOT TO CAUSE THE OTHER TO BE IN VIOLATION OF ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING ANY APPLICABLE REQUIREMENTS OF ANY FEDERAL, STATE, OR LOCAL AUTHORITY. ADDITIONALLY, THE VENDOR SHALL COMPLY WITH ALL APPLICABLE STATE POLICIES, STANDARDS, PROCEDURES AND RULES, COPIES OF WHICH SHALL BE PROVIDED TO THE VENDOR UPON ITS REQUEST. NO PROVISION OF THIS CONTRACT, INCLUDING ANY WORK ORDER, SHALL HAVE ANY FORCE OR EFFECT IF IT WOULD CAUSE A VIOLATION OF ANY FEDERAL OR STATE LAW, ORDINANCE, STATUTE, RULE, REGULATION, OR ORDER, OR WOULD REQUIRE ANY CONSENT OR APPROVAL TO PREVENT ANY SUCH VIOLATION.

VENDOR FINANCIAL CONDITION:

THE VENDOR REPRESENTS AND WARRANTS THAT IT HAS, AND PROMISES THAT IT SHALL MAINTAIN THROUGHOUT THE TERM, A FINANCIAL CONDITION COMMENSURATE WITH THE REQUIREMENTS OF THIS CONTRACT. IF, DURING THE TERM, THE VENDOR EXPERIENCES A CHANGE IN ITS FINANCIAL CONDITION THAT MAY ADVERSELY AFFECT ITS ABILITY TO PERFORM UNDER THIS CONTRACT, THEN IT SHALL IMMEDIATELY NOTIFY FINANCE-ISD OF SUCH CHANGE.

***** E-RATE *****

THE SCHOOLS AND LIBRARIES PROGRAM OF THE UNIVERSAL SERVICE FUND (E-RATE) MAKES DISCOUNTS AVAILABLE TO ELIGIBLE SCHOOLS AND LIBRARIES FOR TELECOMMUNICATION SERVICES, INTERNET ACCESS, AND INTERNAL CONNECTIONS. THE PROGRAM IS INTENDED TO ENSURE THAT SCHOOLS AND LIBRARIES HAVE ACCESS TO AFFORDABLE TELECOMMUNICATIONS AND INFORMATION SERVICES. THE SERVICES OF THIS RESULTING CONTRACT INCLUDE ELIGIBLE E-RATE SERVICES THAT E-RATE ELIGIBLE ENTITIES INCLUDING PUBLIC K-12 SCHOOLS AND LIBRARIES OF ALABAMA MAY CHOOSE TO PURCHASE.

DETAILED INFORMATION ABOUT THE E-RATE PROGRAM CAN BE FOUND AT [HTTP://WWW.USAC.ORG/SL/](http://www.usac.org/sl/). IT IS A REQUIREMENT THAT THE AWARDED VENDOR WILL PROVIDE A SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN) AND MAINTAIN ELIGIBLE STATUS WITH THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC) AND THE FEDERAL COMMUNICATIONS COMMISSION (FCC) IN ORDER TO PARTICIPATE IN THE E-RATE PROGRAM. IN THE EVENT THAT AN E-RATE ELIGIBLE APPLICANT APPLIES FOR E-RATE ELIGIBLE SERVICES AND IS DENIED FUNDING BY USAC OR FCC THE VENDOR MUST AGREE THAT THE APPLICANT IS TO NOT BE HELD LIABLE FOR THE PURCHASE OF THE SERVICES THAT WERE TO BE ESTABLISHED AS A RESULT OF THE E-RATE APPLICATION.

ADMINISTRATIVE FEE:

AWARDED BIDDER(S) ARE TO PAY THE STATE AN ADMINISTRATIVE FEE FOR ALL SALES MADE UNDER THIS CONTRACT. THIS FEE WILL BE 1 % (0.01) OF THE TOTAL DOLLAR AMOUNT FOR ALL SALES. THE FEE IS TO BE PAID EACH MONTH BEFORE THE 20TH AND WILL REPRESENT A SINGLE, ONE-TIME PAYMENT FOR ALL SALES MADE IN THE PRIOR MONTH AND AS ADJUSTED FOR ERRORS ASSOCIATED WITH EARLIER MONTHS. THIS FEE IS NOT TO BE LISTED AS A SEPARATE COST ON INVOICES. THE AWARDED BIDDER(S) WILL BE REQUIRED TO PROVIDE A SUMMARY REPORT EACH MONTH BEFORE THE 20TH LISTING SALES MADE DURING THE PRIOR CALENDAR MONTH. THIS REPORT IS TO INCLUDE THE REPORT CONTRACT NUMBER, PURCHASING ENTITY, SALES AMOUNT, AND FEE AMOUNT. A

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 14-X-2259048
OPEN DATE : 09/30/14 TIME: 10:00 AM
T-NUMBER : T415
RETURN DATE: 09/29/14 TIME: 5:00 PM

PAGE 7

INVITATION TO BID

REPORT IS DUE EVEN WHEN THERE IS NO ACTIVITY. THIS REPORT IS TO BE SENT ELECTRONICALLY TO TELECOM.ADMIN@ISD.ALABAMA.GOV. A COPY OF THE SUMMARY REPORT IS TO ALSO ACCOMPANY THE PAYMENT. THE REMITTANCE IS TO BE IDENTIFIED WITH THE REPORTING MONTH AND CONTRACT NUMBER.

REMITTANCE IS TO BE PAYABLE TO THE "STATE OF ALABAMA DEPARTMENT OF FINANCE" AND BE SENT TO:

ALABAMA DEPARTMENT OF FINANCE
DIVISION OF ACCOUNTING AND ADMINISTRATION
PO BOX 300658
MONTGOMERY ALABAMA 36130-0658

FOR INTERNAL INFORMATION ONLY: FEE DISTRIBUTION 50 % TO THE STATE PROCUREMENT FUND AND 50 % TO THE FINANCE ISD REVOLVING FUND.

FREIGHT:

BID IS F.O.B. DESTINATION. ANY FREIGHT CHARGES MUST BE INCLUDED IN THE BID PRICES.

LIABILITY INSURANCE:

THE CONTRACT VENDOR SHALL PROVIDE AND MAINTAIN, DURING THE CONTRACT TERM AND FOR SUCH OTHER PERIOD AS MAY BE REQUIRED HEREIN, AT ITS SOLE EXPENSE, INSURANCE IN THE AMOUNTS AND FORM AS DESCRIBED BELOW. THE FACT THAT THE VENDOR HAS OBTAINED THE INSURANCE REQUIRED SHALL IN NO MANNER LESSEN NOR AFFECT THE VENDOR'S OTHER OBLIGATIONS OR LIABILITIES SET FORTH IN THIS CONTRACT, INCLUDING ITS OBLIGATIONS TO DEFEND, INDEMNIFY, AND HOLD THE STATE OF ALABAMA INDEMNITEES HARMLESS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

THE CONTRACT VENDOR SHALL PROCURE COMMERCIAL GENERAL LIABILITY INSURANCE THAT PROVIDES LIMITS OF NOT LESS THAN:

* PER OCCURRENCE:	\$2,000,000.00
* PROJECT SPECIFIC AGGREGATE:	\$2,000,000.00
* PRODUCTS/COMPLETED OPERATIONS:	\$2,000,000.00
* PERSONAL AND ADVERTISING INJURY:	\$2,000,000.00

ANY DEDUCTIBLE OR SELF-INSURED RETENTION MUST BE DECLARED TO FINANCE-ISD ALONG WITH ANY CHANGES THERETO. ANY DEDUCTIBLE OR SELF-INSURED RETENTION SHALL BE THE RESPONSIBILITY OF THE VENDOR.

THE CONTRACT VENDOR MUST ADHERE TO ALL OTHER INSURANCE TERMS AND CONDITIONS AS LISTED IN SECTION 2.3 OF THE SPECIFICATIONS ATTACHED TO INVITATION TO BID 14-X-2259048.

THE CONTRACT VENDOR SHALL DELIVER TO STATE PURCHASING CERTIFICATES OF INSURANCE EVIDENCING THE SAME, TOGETHER WITH APPROPRIATE SEPARATE ENDORSEMENTS, THAT THE VENDOR HAS OBTAINED SUCH COVERAGE WITHIN THIRTY DAYS OF CONTRACT AWARD. IN ADDITION, UPON REASONABLE NOTICE, THE VENDOR GRANTS STATE PURCHASING THE RIGHT TO EXAMINE POLICIES (BUT NOT TO COPY THEM), SOLELY FOR THE PURPOSE OF CONFIRMING THE VENDOR'S COMPLIANCE WITH THE TERMS OF THIS SECTION. THEREAFTER, COPIES OF CERTIFICATES AND APPROPRIATE SEPARATE ENDORSEMENTS SHALL BE DELIVERED TO STATE PURCHASING WITHIN THIRTY DAYS AFTER EXPIRATION THEREOF. THE PROVISIONS OF SUCH POLICIES SHALL CONSTITUTE VENDOR CONFIDENTIAL INFORMATION; PROVIDED, HOWEVER, SUCH INFORMATION MAY BE DISCLOSED BY STATE PURCHASING TO THE EXTENT NECESSARY TO ENFORCE THE TERMS OF THIS AGREEMENT. IN ALL INSURANCE CERTIFICATES, THE STATE OF ALABAMA IS TO BE NAMED AS THE CERTIFICATE HOLDER.

CONTRACT PERIOD:

ESTABLISH A 24 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A THIRD, FOURTH AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND

SPECIAL TERMS & CONDITIONS

VENDOR NAME :

VENDOR NUMBER:

ITB NO. : 14-X-2259048

OPEN DATE : 09/30/14 TIME: 10:00 AM

T-NUMBER : T415

RETURN DATE: 09/29/14 TIME: 5:00 PM

PAGE 8

INVITATION TO BID

CONDITIONS. THE THIRD, FOURTH OR FIFTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE SECOND, THIRD OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND THE VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

NON-APPROPRIATION OF FUNDS:

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

PRORATION:

ANY PROVISION OF A CONTRACT RESULTING FROM THIS BID TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT OF FAILURE OF THE STATE TO MAKE PAYMENT HEREUNDER AS A RESULT OF PARTIAL UNAVAILABILITY, AT THE TIME SUCH PAYMENT IS DUE, OF SUCH SUFFICIENT REVENUES OF THE STATE TO MAKE SUCH PAYMENT (PRORATION OF APPROPRIATED FUNDS FOR THE STATE HAVING BEEN DECLARED BY THE GOVERNOR PURSUANT TO SECTION 41-4-90 OF THE CODE OF ALABAMA 1975), THE CONTRACTOR SHALL HAVE THE OPTION, IN ADDITION TO THE OTHER REMEDIES OF THE CONTRACT, OF RENEGOTIATING THE CONTRACT (EXTENDING OR CHANGING PAYMENT TERMS OR AMOUNTS) OR TERMINATING THE CONTRACT.

PAYMENT:

INVOICES WILL NOT BE PAID UNTIL ALL ITEMS HAVE BEEN DELIVERED TO THE DESTINATION IN SATISFACTORY CONDITION. THE VENDOR MUST BE ABLE TO PROVIDE FINANCE-ISD WITH THE INVOICES CATEGORIZED BY TYPE OF SERVICE. INVOICES (PAPER AND ELECTRONIC) WILL BE SENT NO LATER THAN THE 5TH DAY OF THE MONTH IN THE FINANCE-ISD SPECIFIED FORMAT TO A CENTRALIZED FINANCE-ISD LOCATION FOR RECONCILIATION AND PAYMENT.

QUANTITY:

ALTHOUGH THE SUPPLEMENTS PROVIDED THROUGH THE INVITATION TO BID PROVIDE EXTENSIVE INFORMATION ABOUT FINANCE-ISD'S NETWORK AND THE HISTORICAL USAGE OF THE NETWORK, THE STATE CANNOT AND DOES NOT GUARANTEE ANY VOLUME OF BUSINESS UNDER ANY CONTRACT AWARDED.

ATTACHMENTS

VENDOR NAME :

VENDOR NUMBER: -
ITB NO. : 14-X-2259048
OPEN DATE : 09/30/14 TIME: 10:00 AM
T-NUMBER : T415
RETURN DATE: 09/29/14 TIME: 5:00 PM

PAGE 9

INVITATION TO BID

*****NOTICE TO ALL POTENTIAL BIDDERS*****

UPON ISSUANCE OF THIS INVITATION TO BID (ITB), EMPLOYEES AND REPRESENTATIVES OF FINANCE-ISD, OTHER THAN THE POINT OF CONTACT, WILL NOT DISCUSS THE CONTENTS OF THIS ITB WITH ANY BIDDER OR ITS REPRESENTATIVES. FAILURE BY A BIDDER AND/OR ANY OF ITS REPRESENTATIVES TO OBSERVE THIS RESTRICTION MAY RESULT IN DISQUALIFICATION OF ANY RESPONSE TO THIS ITB. THIS RESTRICTION DOES NOT PRECLUDE DISCUSSIONS BETWEEN AFFECTED PARTIES FOR THE PURPOSE OF CONDUCTING BUSINESS UNRELATED TO THIS PROCUREMENT. QUESTIONS THAT ARISE CONCERNING TECHNICAL OR PROCEDURAL MATTERS IN THE ITB MUST BE SUBMITTED IN WRITING TO:

PAT ANTLE
DEPARTMENT OF FINANCE
STATE PURCHASING DIVISION

EMAIL: INTERNET@PURCHASING.ALABAMA.GOV

YOU WILL BE NOTIFIED OF RECEIPT OF MAIL
NOTE: TELEPHONE CALLS OR PERSONAL CONTACT REGARDING THIS ITB ARE NOT PERMITTED AT ANY TIME.

***** NOTICE TO POTENTIAL BIDDERS *****

THIS INVITATION TO BID IS A RE-BID OF 14-X-2259048. THIS IS NOT A DUPLICATION OF THE PRIOR ITB DOCUMENT. IN THE PREVIOUS BID, THERE WERE FOUR (4) ADDENDUMS ISSUED. INFORMATION PROVIDED WITHIN THOSE ADDENDUMS HAVE BEEN INCORPORATED INTO THE NEW ISSUANCE OF THE INVITATION TO BID. THEREFORE, ADDENDUMS ONE (1) THROUGH FOUR(4) FROM THE PREVIOUS ISSUANCE OF THIS INVITATION TO BID ARE NULL AND VOID. ANY ADDENDUMS THAT ARE ISSUED FOR THE RE-BID OF THIS INVITATION TO BID WILL BEGIN WITH ADDENDUM NUMBER FIVE (5).

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER:

ITB NO. : 14-X-2259048

PAGE 10

INVITATION TO BID

OPEN DATE : 09/30/14 TIME: 10:00 AM

T-NUMBER : T415

RETURN DATE: 09/29/14 TIME: 5:00 PM

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
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UNLESS SPECIFIED OTHERWISE BELOW:

SHIP TO: R1 /

STATEWIDE

00001	COMMODITY CODE: 915-70-074613 INTERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T415 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259048	1	LOT	_____	_____
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PAGE TOTAL

BID TOTAL

